

APPENDIX D

Statement of Work

Burbank.**I. General Provisions**

A. Definitions: All words, as defined in the Consent Decree, have the same meaning when used herein.

B. Warranty: EPA has exercised its best efforts to include in this Statement of Work all activities necessary to fulfill the Remedial Action Work requirements. However, the Settling Parties acknowledge and agree that nothing in this Statement of Work or any deliverable approved by EPA pursuant hereto constitutes a warranty or representation, either express or implied, by the United States that compliance with this document and/or deliverables approved pursuant to this document will result in the achievement of the Performance Standards that the Settling Work Defendants are required by the Consent Decree to meet. Nothing in this Statement of Work or deliverables approved pursuant hereto shall be deemed to limit EPA's rights pursuant to Subpart B of Section XVII (Reservation and Waiver of Rights) of the Decree.

C. Site Description: See Consent Decree.

D. Remedial Action Work: See Consent Decree.

E. EPA approval: EPA "approval" of a Settling Work Defendant's Remedial Design Work and Remedial Action Work plans, specifications, processes and reports; the Remedial Design Architect(s)/ Engineer(s), Remedial Action Engineer(s), Remedial

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Action Contractors/Subcontractors and Independent Quality Assurance team (IQAT); and any other submittals or people within the context of this Consent Decree is administrative in nature and designed to allow the Settling Work Defendants to proceed. The Settling Parties acknowledge and agree that EPA's approval of deliverables does not constitute a warranty or representation, either express or implied, by the United States that compliance with such deliverables will result in the achievement of the Performance Standards that the Settling Work Defendants are required by the Consent Decree to meet and shall not excuse Settling Work Defendants from any stipulated penalties for failure to meet such Performance Standards.

II. Schedule:

A. Dates

The schedule of deliverables for this Statement of Work is presented in Attachments 1 and 2 (for Lockheed and the City respectively) and shall be referred to as the Work Schedules. In these Work Schedules, EPA has provided an approximation of its review time; however, failure to review a deliverable within the estimated time shall not constitute a violation of the Decree by the United States. The Settling Work Defendants are required to submit deliverables within the time periods stated, and failure to do so constitutes a violation of the Decree. Unless otherwise stated, the time period for submittal of a deliverable by a Settling Work Defendant shall run from the date of that Settling Work Defendant's receipt of EPA's review comments with approval,

approval with conditions or modification of the deliverable pursuant to Subpart U of Section VII (Work To Be Performed) of the Decree. Pursuant to Subpart W of Section VII (Work To Be Performed) of the Decree, the Settling Work Defendants shall have 10 working days from receipt of EPA's written notice of disapproval, or such other longer time period as provided by EPA in the notice of disapproval, within which to correct an inadequacy in a written submittal and resubmit the written deliverable for approval.

B. Items

1. **Remedial Design Work/Remedial Action Work:** Remedial Design Work is defined as the Work required by this Consent Decree wherein, consistent with the ROD and ESD (as modified by Subpart F of Section VII (Work To Be Performed) of this Decree), this Decree and the National Contingency Plan (NCP), the engineering plans and technical specifications are to be developed by Settling Work Defendants for approval by EPA and on which implementation of the Remedial Action Work shall be based. It includes those activities to be undertaken by the Settling Work Defendants to develop the final plans, drawings, specifications, general provisions and special requirements necessary to the performance of the Remedial Action Work.

The final product of the Remedial Design Work is (a) technical package(s) that contain(s) or address(es) all the elements necessary to accomplish the Remedial Action Work, including, in addition to technical elements, all design support activities, permitting and access requirements, and institutional controls. The Remedial Design Work, on which the Remedial Action Work shall

be based, shall be adequate to ensure that the Remedial Action Work achieves the requirements of Section VII (Work To Be Performed) of the Consent Decree, including attainment of the performance standards in Subparts F, G and H of that Section.

Remedial Action Work is defined as the Work required by this Consent Decree (including all operation and maintenance required by this Consent Decree) to be undertaken by Settling Work Defendants to implement the final plans and specifications submitted by Settling Work Defendants pursuant to the Remedial Design Work Plan approved by EPA pursuant to Section VII (Work To Be Performed) of the Decree. The Remedial Action Work does not constitute all of the remedial action selected in the ROD (as modified by the ESD) and Subpart F of Section VII (Work To Be Performed) of the Decree. The Remedial Action Work includes the actual construction of the remedy and initial implementation of site cleanup, in accordance with the Remedial Design Work Plan and Section VII (Work To Be Performed) of the Consent Decree.

2. Designation of Project Coordinator: Within 15 days of the effective date of the Consent Decree, the Settling Work Defendants each shall submit in writing to EPA the name, title and qualifications of the Project Coordinator proposed to be used by that Settling Work Defendant in carrying out the overall coordination and management of the activities required of that Settling Work Defendant under this Consent Decree. The Project Coordinator may be a member of the Settling Work Defendant's staff, an independent contractor or a member of the Settling Work Defendant's Design Architect/Engineer's staff.

3. Oversight Representative: Addressed in the Consent Decree, Section IX (Project Coordinators).

4. Review of Design Architect(s)/Engineer(s): Pursuant to the Work Schedule, each Settling Work Defendant shall submit the name and qualifications of its Design Architect/Engineer to EPA. A Design Architect/Engineer may come from within the ranks of a Settling Work Defendant's own staff or through a contractual relationship with a private consulting entity. In either case, the factors to be considered in his or her selection shall include professional and ethical reputation, professional registration, demonstrated design experience and qualifications specifically required for the project, sufficient capacity (professional, technical and support staff) to accomplish the project within the required schedule, and sufficient business background and financial resources to provide uninterrupted services throughout the life of the project.

The submitted information about each Settling Work Defendant's Design Architect/Engineer shall include a written statement of qualification in sufficient detail to allow EPA to make a full and timely evaluation.

5. Monthly Progress Reports: These reports shall be prepared by each Settling Work Defendant pursuant to the Consent Decree, Section VII (Work To Be Performed) and shall meet any additional requirements pursuant to this Statement of Work.

6. Quarterly Quality Assurance Reports: These reports shall be prepared by each Settling Work Defendant pursuant to the Consent Decree, Section VII (Work To Be Performed).

7. Quality Assurance Project Plan(s): The plan(s) shall be prepared by each Settling Work Defendant pursuant to the Consent Decree, Section VIII (Quality Assurance) and this Statement of Work. These plan(s) shall also include a data management plan.

8. Health and Safety Plan: Each Settling Work Defendant shall submit a plan that describes the minimum health, safety and emergency response requirements for the pre-design, design and Remedial Action Work activities to be undertaken by that Settling Work Defendant. The plan shall be prepared in accordance with U.S. Occupational Safety and Health Administration ("OSHA") requirements and any other applicable requirements.

9. Plan for Satisfaction of Permitting Requirements: Each Settling Work Defendant shall submit a plan that describes the permitting requirements for the Remedial Action Work activities to be undertaken by that Settling Work Defendant and a strategy for meeting such requirements.

10. Remedial Design Work Plan: Pursuant to the Work Schedules, each Settling Work Defendant shall submit Remedial Design Work Plan(s) (Lockheed for each phase of Work and the City for phase one) for approval by EPA. The Remedial Design Work Plan shall describe that Settling Work Defendant's plan for implementation of the Remedial Design Work for that phase within the terms and conditions of the Consent Decree and this Statement of Work. It shall contain at a minimum the following:

Tenatative formation of the design team;

A detailed schedule for completion of the design;

Tentative treatment schemes; and

A plan that describes the necessary coordination with the other Settling Work Defendant and any person(s) that may conduct the tasks in Subpart B of Section VII (Work To Be Performed) of the Decree.

11. Preliminary Sampling Plan(s): Pursuant to Lockheed's Work Schedule, Lockheed shall submit Preliminary Sampling Plan(s). These plan(s) shall provide for the gathering of data relevant to the design, including, but not limited to, the following: sampling and analysis of monitoring wells, geochemical analysis, chemical analysis, hydrogeological modeling, aquifer tests and any other data critical to the placement and design of the extraction wells. The Preliminary Sampling Plan(s) shall also provide monitoring schedules for any chemical contaminant or hydrogeologic monitoring to be performed during the sampling period(s), consistent with the Consent Decree and this Statement of Work. At a minimum, sampling shall be required for volatile organics and inorganics on a frequent basis and for semi volatile organics, metals, pesticides/PCBs and radiation on a less frequent basis. The Preliminary Sampling Plan(s) shall specify objectives for sampling and analysis of groundwater from monitoring wells. With respect to gathering information (chemical or hydrogeologic) at monitoring wells, the particular wells that shall be sampled at a particular time shall be specified.

12. Design Reviews: Upon approval of the Remedial Design Work Plans by EPA, each Settling Work Defendant shall implement its EPA-approved Remedial Design Work Plan in accordance with the

Remedial Design schedules contained in the Work Schedules and Remedial Design Work Plans. Such implementation shall include EPA review and approval of plans, specifications, submittals and other deliverables and shall be done in accordance with such EPA-approved documents.

a. Conceptual Remedial Design Report(s): Conceptual Remedial Design begins with initial design and ends with the completion of approximately 30 percent of the design effort. Pursuant to the schedule established in the Work Schedules and Remedial Design Work Plans, Lockheed shall submit to EPA the Conceptual Remedial Design Report for each phase, and the City shall submit to EPA the Conceptual Remedial Design Report for phase one, which will consist of, at a minimum, the following:

1. Design criteria: During the conceptual remedial design phase, concepts supporting the technical aspects of the design shall be defined in detail;

2. Project delivery analysis: This shall describe the designer's strategy for delivering the project. It shall focus on the management approach to be used in carrying out the design and implementing the Remedial Action Work. Items to be addressed shall include procurement method and contracting strategy, phasing alternatives, health and safety considerations, review requirements, and contractor and equipment availability concerns;

3. Results of additional field sampling (Lockheed only);

4. Preliminary plans, drawings, and sketches;

5. Outline of required specifications;

6. Preliminary construction schedule; and

7. Results of Value Engineering.

b. Pre-final Remedial Design Report(s): Pre-Final Remedial Design Reports shall be submitted at the completion of approximately 65 percent of the design effort. Lockheed shall submit the report for each phase. The City shall submit the report for phase one. The Pre-Final Remedial Design Reports shall consist of a continuation and expansion of the Conceptual Remedial Design Report. The Pre-final Remedial Design Reports shall be submitted in accordance with the Work Schedule and Remedial Design Work Plan, shall address comments received from EPA during the Conceptual Remedial Design review and shall clearly show any modification of the design as a result of incorporation of these comments or as a result of any value engineering recommendations by the Design Architect/Engineer or others.

c. Final Remedial Design Report(s): Pursuant to the Work Schedules and Remedial Design Work Plan, Lockheed shall submit to EPA the Final Design Report for each phase and the City shall submit to EPA the Final Design Report for phase one, which shall consist of a continuation and expansion of the Pre-final Remedial Design Report. The Final Remedial Design report shall address comments received from EPA during the Pre-final Remedial Design review and clearly show any modification of the design as a result of incorporation of these comments or as a result of any value engineering recommendations by the Design Architect/Engineer or others. It shall also include, at a minimum, the following:

Final plans and specifications; and

Preliminary construction schedule.

13. Review of Remedial Action Engineer: Prior to initiation of any construction activities, each Settling Work Defendant shall submit the name and qualifications of its Remedial Action Engineer to EPA, and shall state in such submission whether the Engineer was retained by way of a construction contract or through the assignment of that Settling Work Defendant's in-house resources. The selection process shall be based on professional and ethical reputation, previous experience in the type of construction activities to be implemented and demonstrated capability to perform the required construction activities. The information submitted shall include a statement of qualifications in sufficient detail to allow EPA to make a full and timely evaluation of the proposed Remedial Action Engineer.

14. Review and Approval of Remedial Action Contractors/Subcontractors: Each Settling Work Defendant's selection process for selecting Remedial Action Contractors/Subcontractors shall be based on professional and ethical reputation, previous experience in the type of construction activities to be implemented and demonstrated capability to perform the required construction activities. Prior to initiation of any construction activities, each Settling Work Defendant shall submit the names of its Remedial Action Contractors/Subcontractors to EPA and shall state in such submission whether the Contractors/Subcontractors were retained by way of a construction contract or through the assignment of that Settling Work Defendant's in-house resources.

Within thirty days of a request by EPA, the Settling Work Defendant(s) shall provide the qualifications of the Contractors or Subcontractors listed in their requests for approval by EPA. The information submitted shall include a statement of qualification in sufficient detail to allow EPA to make a full and timely evaluation.

15. Selection of the Independent Quality Assurance Team :

Pursuant to the Work Schedules and prior to initiation of any construction activities, each Settling Work Defendant shall submit the names and qualifications of its Independent Quality Assurance Team (IQAT) for approval by EPA. The IQAT is used to provide confidence to the Settling Work Defendants that the selected remedy is constructed to meet project requirements, but its use does not release the Settling Work Defendants from any of their obligations under this Consent Decree. The IQAT implements the Construction Quality Assurance Project Plan by selectively testing and inspecting the work of the Remedial Action Engineer(s). Each IQAT is required to be "independent" and autonomous from the Remedial Action Engineer(s) and may come from within the ranks of each Settling Work Defendant's own staff, the Remedial Design Architect/Engineer(s) organization, or through a separate contractual relationship with a private consulting entity. Selection shall be based on professional and ethical reputation, previous experience in the type of quality assurance activities to be implemented and demonstrated capability to perform the required activities. In addition, EPA approval will be based on the requirement for independence between the IQAT and

the Remedial Action Engineer(s). The information to be submitted shall include a written statement of qualifications in sufficient detail to allow EPA to make a full and timely evaluation of the IQAT's qualifications.

16. Remedial Action Work Plan(s): Pursuant to the Work Schedules, each Settling Work Defendant shall submit a Remedial Action Work Plan for EPA review and approval as follows: Lockheed for each phase and the City for phase one. The Remedial Action Work Plan shall describe each Settling Work Defendant's plan for implementation of the Remedial Action Work which that Settling Work Defendant is required to do pursuant to the terms and conditions of the Consent Decree and this Statement of Work and as set forth in the Final Design Report. It shall contain at a minimum the following:

- Description of the work and field operations;

- Detailed Construction Schedule;

- Identification of the Remedial Action Team for construction management, including the key personnel, descriptions of duties and lines of authority;

- A description of the roles and relationships of that Settling Work Defendant and that Settling Work Defendant's Project Coordinator, Independent Quality Assurance Team, Remedial Design Architect/Engineer and Remedial Action Engineer;

- A plan that describes the necessary coordination with the other Settling Work Defendant and any person(s) that may conduct the tasks in Subpart B of Section VII (Work To Be Performed) of the Decree.

A plan for the administration of construction changes, including EPA review changes that may impact the implementation of the Remedial Action Work;

Transport and Disposal Plan for any contaminated material that is to be removed, transported and disposed of off-site;

The Construction Quality Assurance Project Plan (CQAPP): Refer to this Statement of Work, Section II.B.17 (Construction Quality Assurance Project Plan) for definition;

A plan to demonstrate compliance with the ARARs and any environmental statutes applicable off-site.

A Contingency Plan: Refer to this Statement of Work, Section II.B.18 (Contingency Plan);

A strategy for implementing the Contingency Plan, including the Air Monitoring Plan and the Spill Control and Countermeasures Plan;

An updated Health and Safety Plan for field construction activities; and

Procedures for data collection during the Remedial Action Work to validate the completion of the phases (Lockheed only);

17. **Construction Quality Assurance Project Plan(s):** Pursuant to the Work Schedules, each Settling Work Defendant shall submit to EPA for review and approval a Construction Quality Assurance Project Plan ("CQAPP") as part of its Remedial Action Work Plan. The CQAPP shall describe the site-specific components of the quality assurance program. The purpose is to ensure, with a reasonable degree of certainty, that the completed project meets or exceeds all design criteria, plans and specifications.

The Remedial Action Engineer is responsible for all activities necessary to manage, control and document work so as to ensure compliance with the project requirements, i.e., plans and specifications. The CQAPP is generally prepared by the Remedial Action Engineer and it should be indicative of the scope and complexity of the tasks as well as the project requirements. Although the overall content of the Construction Quality Assurance Project Plan ("CQAPP") depends on site-specific factors, at a minimum, the following elements shall be included in the plan:

Responsibilities and authorities of all organizations and key personnel involved in the design and construction of the Site Remedial Action Work done by that Settling Work Defendant, including lines of authorities;

The qualifications of the quality assurance personnel to demonstrate they possess the training and experience necessary to fulfill their identified responsibilities;

The observations and tests that will be used to monitor construction and the frequency of performance of these activities;

The sampling activities, sample size, sample locations, frequency of testing, acceptance and rejection data sheets, problem identification and corrective measures reports, evaluation reports, acceptance reports, final documentation, and a description of the provisions for the final storage of records, consistent with the requirements of the Consent Decree;

A copy of a signed letter which describes the responsibilities and delegates the authorities of the quality assurance manager;

Methods of performing the quality assurance/control inspections, including when inspections should be made and what to look for;

Quality assurance/quality control testing procedures for each specific test. This includes information which authenticates that personnel and laboratories performing the tests are qualified and that the equipment and procedures to be used comply with applicable standards;

Procedures for scheduling and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents; and

Reporting procedures, including frequency of reports and report formats.

18. **Contingency Plan:** Lockheed shall submit a Contingency Plan which is written for the local affected population in the event of an accident or emergency at the Site. It shall incorporate an Air Monitoring Plan and a Spill Control and Countermeasures Plan. The following is a preliminary list of items that shall be included in the Contingency Plan:

Name of the person responsible for responding in the event of an emergency incident;

List of key contacts in the the local community with phone numbers and addresses and the State and Federal agencies to be involved in the cleanup, as well as local emergency squads and hospitals;

First aid and medical information, including names of personnel trained in first aid, a clearly marked map with the locations of medical facilities and all necessary emergency phone numbers for fire, rescue and local hazardous material teams, and National Emergency Response Team;

Air Monitoring Plan: Air monitoring will be necessary to assure that the VOC-treatment system is meeting the South Coast Air Quality Management District's requirements. At a minimum, volatile organic compounds, primarily trichloroethylene (TCE) and perchloroethylene (PCE), as identified in the ROD and ESD, shall be the basis for pollutant sampling and measurement of pollutants in the atmosphere. Air monitoring may include personnel monitoring, on-site and/or off-site area monitoring, and perimeter monitoring. Trigger concentrations to implement the Contingency Plan shall be specified; and

Spill Control and Countermeasures Plan: This plan shall provide contingency measures for potential spills and discharges from material handling and/or transportation. It shall describe methods, means, and facilities required to prevent contamination of soil, water, atmosphere, uncontaminated structures, equipment or material from the discharge of wastes due to spills; provide for equipment and personnel to perform emergency measures required to contain any spillage and to remove and properly dispose of any media that become contaminated due to spillage; and provide for equipment and personnel to take decontamination measures that may be required to remove spillage from previous uncontaminated structures, equipment or material.

19. Pre-construction Conference: Prior to the start of construction for each phase, Lockheed shall schedule and initiate a pre-construction conference. At a minimum, the invitees shall include: Lockheed personnel and/or their representatives, including the Lockheed Project Coordinator; the City's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; Lockheed's Remedial Design Architect/ Engineer; Lockheed's Independent Quality Assurance Team; Lockheed's Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

Prior to the start of construction for phase one, the City shall schedule and initiate a pre-construction conference. At a minimum, the invitees shall include: City personnel and/or their representatives, including the City's Project Coordinator; Lockheed's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; the City's Remedial Design Architect/ Engineer; the City's Independent Quality Assurance Team; the City's Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

The main purpose of the pre-construction conferences will be to establish relationships among these parties, including lines of communication and lines of authority.

19. **Pre-construction Conference:** Prior to the start of construction for each phase, Lockheed shall schedule and initiate a pre-construction conference. At a minimum, the invitees shall include: Lockheed personnel and/or their representatives, including the Lockheed Project Coordinator; the City's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; Lockheed's Remedial Design Architect/ Engineer; Lockheed's Independent Quality Assurance Team; Lockheed's Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

Prior to the start of construction for phase one, the City shall schedule and initiate a pre-construction conference. At a minimum, the invitees shall include: City personnel and/or their representatives, including the City's Project Coordinator; Lockheed's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; the City's Remedial Design Architect/ Engineer; the City's Independent Quality Assurance Team; the City's Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

The main purpose of the pre-construction conferences will be to establish relationships among these parties, including lines of communication and lines of authority.

20. Construction Oversight: During the implementation of each phase of the Remedial Action Work, Lockheed shall be responsible for assuring access for the EPA Project Coordinator and/or the Oversight Representatives to the extent it is required to provide access pursuant to Section X (Site Access) of the Decree. Lockheed shall provide access to accommodations or office trailer space sufficient for the EPA Project Coordinator and/or Oversight Representatives to accomplish oversight duties with respect to Lockheed's activities, such as review of documents and reports.

During the implementation of each Phase of the Remedial Action Work, the City shall be responsible for assuring access for the EPA Project Coordinator and/or the Oversight Representatives to the extent it is required to provide access pursuant to Section X (Site Access) of the Decree. The City shall provide access to accommodations sufficient for the EPA Project Coordinator and/or Oversight Representatives to accomplish oversight duties with respect to the City's activities, such as review of documents and reports.

21. Pre-final / Final Inspection: Upon completion of the construction process for each phase of the Remedial Action Work, Lockheed shall conduct a pre-final and final inspection of completed Work. At a minimum, the invitees shall include Lockheed personnel and/or their representatives, including the Lockheed Project Coordinator; the City's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; the Lockheed Remedial Design Architect/Engineer; the Lockheed Independent Quality Assurance Team; the Lockheed

Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

Upon completion of the construction process for phase one of the Remedial Action Work, the City shall conduct a pre-final and final inspection of completed Work. At a minimum, the invitees shall include: City's personnel and/or their representatives, including the City's Project Coordinator; Lockheed's Project Coordinator; the EPA Remedial Project Coordinator and any designated EPA Oversight Representatives; the City's Remedial Design Architect/ Engineer; the City's Independent Quality Assurance Team; the City's Remedial Action Engineer; and representatives of the South Coast Air Quality Management District ("SCAQMD"), CA Department of Health Services ("DHS") and CA Regional Water Quality Control Board ("RWQCB").

The purpose of the inspections are to determine if all aspects of the plans and specifications have been implemented at the Site and whether the remedy is operational and functional. The final Operation and Maintenance Plan and the Operational Sampling Plan shall be presented for review sufficiently in advance of the pre-final inspection to allow for comments on these plans to coincide with inspection comments. If any items have not been completed, the Settling Work Defendant responsible shall develop a punch list which details the outstanding items still requiring completion or correction before completion of each phase of Work.

A final inspection shall be conducted when all the items on the punch list have been completed. All items indicated as requiring correction on the punch list shall be reinspected, and all tests that were originally unsatisfactory shall be conducted again. A final punch list shall be developed for any outstanding deficiencies still requiring correction.

22. Interim Remedial Action Report(s): At the completion of each phase of Work (pursuant to the Consent Decree, including this Statement of Work) and correction of all punch list items, Lockheed shall prepare an Interim Remedial Action Report which certifies that all activities for that phase which Lockheed is required to complete by the Consent Decree (including any incorporated documents such as plans and specifications) have been completed and that the remedy is operational and functional. The report shall include documentation (e.g., test results) substantiating that the performance standards have been met.

At the completion of the City's Work in phase one (pursuant to the Consent Decree, including the Statement of Work), the City shall prepare an Interim Remedial Action Report which certifies that all activities for that phase which the City is required to complete pursuant to the Consent Decree (including any incorporated documents such as plans and specifications) have been completed and that the related facilities are operational and functional. The report shall include documentation (e.g., test results) substantiating that the relevant performance standards have been met.

23. Operational Sampling Plan(s): Lockheed shall submit operational plans which define the sampling and data gathering methods to be used during construction and operation of the Remedial Action Work for each phase. This plan shall contain sufficient information to enable EPA to ascertain (1) the effectiveness of the Remedial Action Work which Lockheed is required to perform and (2) whether the performance standards which Lockheed is required to meet have been achieved. At a minimum, the plans shall include sampling and analysis of extraction wells, monitoring wells located near the extraction wells, treatment system influent and effluent, and any waste streams, including air discharges from the treatment plant and hazardous wastes. The Operational Sampling Plans shall also provide monitoring schedules for any chemical contaminant or hydrogeologic monitoring to be performed during the operation period(s), consistent with the Consent Decree (including this Statement of Work). At a minimum, sampling shall be required for volatile organics and for inorganics on a frequent basis and semi-volatile organics, metals, pesticides/PCBs and radiation on a less frequent basis. The Operational Sampling Plan(s) shall specify objectives and schedules for sampling and analysis of groundwater from the monitoring and extraction wells, sampling and analysis for treatment system influent and effluent, and sampling and analysis of air discharges from the treatment plant and hazardous wastes. With respect to gathering information (chemical or hydrogeologic) at monitoring and extraction wells, the particular wells that are

to be sampled at a particular time shall be specified. Sampling procedures or analytical procedures that are expected to deviate from the QAPP shall be specified.

The City shall submit an operational plan which defines the sampling and data gathering methods to be used during construction and operation of the Remedial Action Work the City has agreed to perform pursuant to Section VII (Work To Be Performed) of the Decree. This plan shall contain sufficient information to enable EPA to ascertain (1) the effectiveness of the Remedial Action Work which the City is required to perform and (2) whether the performance standards which the City is required to meet have been achieved. The Operational Sampling Plan shall provide monitoring schedules for any chemical contaminant monitoring to be performed during the operation period(s), consistent with the Consent Decree (including this Statement of Work). At a minimum, sampling shall be required for Inorganics and other drinking water standards as required by the City's amended domestic water permit from the California Department of Health Services. Sampling procedures or analytical procedures that are expected to deviate from the QAPP shall be specified.

24. Operation and Maintenance Plan(s): The Operation and Maintenance (O & M) Plan(s) shall incorporate or include as a reference the appropriate portions of the Operational Sampling Plan(s). The O & M Plan(s) shall specify how the monitoring schedule will be modified (1) to facilitate bringing the system back within specifications in the case of (a) an exceedance in the groundwater Treatment Plant effluent of any MCLs, except for

that for nitrate, or (b) a variance in the blending facility effluent for nitrate outside of the standard that is between 67 % of the MCL and 89 % of the MCL and (2) to document when the system is and is not in compliance.

The O & M Plan(s) shall describe in detail procedures and other steps that will be implemented to ensure that the following facilities continue to operate according to specification: (a) Lockheed's groundwater extraction, treatment, delivery and reinjection systems, and (b) the City's facilities necessary for (i) blending the treated groundwater with another water supply and (ii) accepting the water into the City's public water supply system. The procedures described shall include, but not be limited to, scheduled visual inspections, scheduled cleaning and/or back-flushing, and the use of any chemical additives for corrosion and pH control. The O & M Plan(s) shall include a description of procedures to be implemented in the event that system defects or other problems are encountered during O & M activities.

25. Preliminary Operation Report: Lockheed shall submit to EPA and the City a Preliminary Operation Report ninety days prior to the phase one System Operation Date. At a minimum, this report shall include a list of nitrate concentration levels found in Lockheed's monitoring and extraction wells at the Site and an estimate of what nitrate concentration levels Lockheed expects to find in the VOC-treated groundwater to be delivered to the City.

26. Nitrate Concentration Level Reporting: On the 10th day of each month after the Phase One System Operation Date, Lockheed shall submit to EPA and the City a list of the nitrate

concentration levels found in the VOC-treatment plant effluent for each day that the plant is operating and sampled. On the 10th day of each month after the phase one System Operation Date, the City shall submit to EPA and Lockheed a list of the nitrate concentration levels found in the other water supply and the blending facility effluent for each day the facility is operating and sampled. Lockheed and the City may include these lists to EPA in their monthly progress reports.

27. Deliverables: Each Settling Work Defendant shall submit three copies of each deliverable for which it is responsible to the EPA Project Coordinator designated in the Section IX (Project Coordinators) of the Consent Decree and one copy of each deliverable to the EPA Office of Regional Counsel as designated in the Consent Decree, Section XXIII (Form of Notice).

28. System Operation Date: Pursuant to the relevant Work Schedule, Lockheed shall submit to EPA a written statement for each phase that the groundwater extraction and treatment system is in operation when the system construction is complete and the system begins operating (i.e., extracting and treating groundwater). The System Operation Date as defined in the Consent Decree shall be the first day in which Lockheed begins extracting and treating groundwater with the new facilities for each of the phases.

29. Final Inspection: At the end of the time period for which the Settling Work Defendants are required to perform the Remedial Action Work (all three phases) pursuant to the Consent Decree (including this Statement of Work), EPA shall conduct a

final inspection of the Remedial Action Work facilities. The inspection shall be a necessary part of approving or disapproving the Certificate of Completion pursuant to the Consent Decree, Section XXXIV (Termination and Satisfaction).

III. Other Requirements

A. Operation and Maintenance

1. Phase One

The appropriate Settling Work Defendants shall operate and maintain the phase one facilities required by the Consent Decree from the phase one System Operation Date until the phase two System Operation Date; provided, however, that:

a. After the first sixty days following the phase one System Operation Date, Lockheed may suspend operation of the phase one portion of the extraction, treatment and delivery facilities for which it is responsible, as described in Section VII (Work To Be Performed) of the Decree, for the following periods:

i. For maintenance periods up to the limit defined in Subpart C of this Section III;

ii. For any additional period of time earned through the Credit System described in Subpart B of this Section III; and

iii. In addition, for any period of time during which the City suspends operation of the facilities by which the City accepts treated water delivered to the Point of Delivery.